

CONTRACT FOR SPECIAL SERVICES

MedDimensions, Inc.

This contract for special services is entered into by and between the County of San Luis Obispo (hereafter "County"), a public entity and legal subdivision of the State of California, and MedDimensions, Inc., a California corporation (hereafter "Contractor").

WHEREAS, the County has a need for special services, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Contractor is specially trained, experienced, expert, and competent to perform such special services, and;

WHEREAS, the County has not previously used County Civil Service or other contract employees to provide the services herein described; and

WHEREAS, Contractor and the County of San Obispo enter into this Contract defining the relationships and responsibilities of the parties to this Contract, and;

NOW THEREFORE, in consideration for the promises, obligations, and covenants contained herein, the parties agree as follows:

1. Scope of Services. Contractor agrees to provide the Scope of Services set out in Exhibit A attached hereto and made a part thereof by this reference.
2. Compensation and Billing for Services. Contractor shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto, and incorporated herein by reference.
3. Term of Contract. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto, and incorporated herein by reference.
4. General Conditions. Contractor and County shall comply with all applicable provisions of the General Conditions, attached hereto as Exhibit D and incorporated herein by reference.
5. Special Conditions. Contractor and County shall comply with all applicable provisions of the Special Conditions attached hereto as Exhibit E and incorporated herein by reference.
6. Business Associate Agreement. Contractor and County shall comply with all applicable provisions of the Business Associate Agreement attached hereto as Exhibit F and incorporated herein by reference.

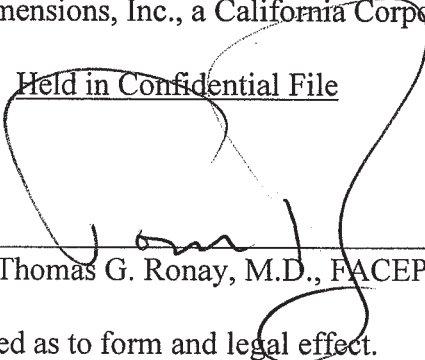
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IN WITNESS WHEREOF County and Contractor have executed this Contract on the day(s) and year hereinbelow set forth.

CONTRACTOR:

MedDimensions, Inc., a California Corporation

Tax ID: Held in Confidential File

By: 
Thomas G. Ronay, M.D., FACEP

Date: 5/23/2013

Approved as to form and legal effect.
RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Date: 5/20/13

COUNTY OF SAN LUIS OBISPO:

A Public Entity in the State of California

By: _____
Chairperson of the Board of Supervisors

Date: _____

ATTEST:

By: _____
Julie Rodewald, County Clerk and Ex-Officio
Clerk of the Board of Supervisors

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EXHIBIT A – INDEPENDENT CONTRACTOR
SCOPE OF SERVICES

1. Contractor's Services.

Thomas G. Ronay, M.D., FACEP ("Physician") shall serve as Medical Director for the Local Emergency Medical Services Agency ("LEMSA"), operating as a program of the Public Health Department, and shall provide the following services:

As LEMSAs Medical Director:

- a. Assist in developing standardized triage, treatment, and transfer protocols.
- b. Assist in developing quality assurance procedures.
- c. Review operational plans for medical response to assure quality.
- d. Report to the LEMSAs Administrator and the County Health Officer.

In coordination with other LEMSAs staff and in consultation with the Emergency Medical Care Committee:

- a. Provide ongoing direction in the development of Paramedic, Mobile Intensive Care Nurse (MICN) and Emergency Medical Dispatch (EMD) training program course content, skills and written examinations, and pre-hospital practice standards.
- b. Approve course instructors and all provisions for clinical and field training and evaluations.
- c. Provide ongoing review of all pre-hospital care trainees and challengers for maintenance of program standards.
- d. Evaluate medic field practice as required and institutes disciplinary action as appropriate.
- e. Recommend those successfully completing all program requirements for certification, accreditation and authorization.
- f. Participate in State and National EMS activities in order to maintain currency in EMS related practices that are beneficial to the constituents and patients of San Luis Obispo County.
- g. Attend at least five EMDAC and/or other state or national professional EMS-related meetings annually.

2. Performance Measures.

As LEMSAs Medical Director, Physician will:

- a. Have a 90% attendance record at the Clinical Care and Quality Assurance meetings of the LEMSAs.
- b. Review 100% of the pre-hospital care trainees.
- c. Approve 100% of the course instructors and all provisions for clinical and field training and evaluations.
- d. Provide input into the development of the local paramedic program, and provide direction to the MICN and EMD training program course content, skills and written examination, and pre-hospital practice standards.

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3. Applicable Standards.

Contractor and Physician shall conform to prevailing standards of medical practice and comply with all pertinent County Health Agency rules and regulations and requirements of the Joint Commission on Accreditation of Healthcare Organizations and the California Medical Association.

4. Physician Qualifications and Requirements.

Physician shall meet all of the following qualifications:

- a. Upon signing this Contract, Physician shall be licensed to practice medicine in the State of California and shall, at all times during this Contract, maintain a current California license to practice medicine in good standing. This is a prerequisite condition to this Contract.
- b. Physician shall, at all times while providing services under this Contract have a valid DEA number, if such number is necessary for Physician to discharge his/her duties under this Contract.
- c. Physician shall have an affirmative and continuing obligation both before hiring and during the entire term of providing services under this Contract, to make full disclosure to both parties to this Contract of any history of medical malpractice judgments, arbitration decisions, settlements, claims to licensing or certifying boards, claims to errors and omissions insurance carriers, or any other claim(s) for damages or injuries to any patient or any other person. This affirmative obligation to disclose shall also apply to any such claims made relating to any incident occurring under the terms of this Contract for any patient served under this Contract even after contract termination.
- d. If Physician sustains accidental exposure to blood or body secretions, is injured on the job, and/or is in any way physically compromised while working at a County facility, the Contractor will follow the County's policy for reporting the exposure injury.

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**EXHIBIT B – INDEPENDENT CONTRACTOR
COMPENSATION AND BILLING FOR SERVICES**

1. Compensation.

Payments for services as performed by Contractor, pursuant to this Contract, shall be at the rate of \$5850 dollars per month, not to exceed \$70,200 per fiscal year, which includes compensation for pre-authorized travel related to the performance of Contractor's duties. A cost of living allowance after the initial contract year is not guaranteed, but may be negotiated based on prevailing wage and County management salary increases. Hours of work, based on an average of 65 hours per month, include business activities performed at home, on computer, and/or on-site, and activities such as monitoring EMS communications, lecturing, travelling to and attending work-related conferences and meetings. County shall pay contractor within 30 calendar days after the invoice of services has been submitted by Contractor.

2. Billing.

Contractor shall submit an itemized invoice no later than the fifteenth (15th) day of each month for all services performed during the previous calendar month. In the event of the termination of this contract, the last invoice shall be submitted no later than the fifteenth (15th) of the month following the date of termination. If the County does not receive a billing on or before the deadline date, Contractor waives any claims which were not timely submitted. If the County disputes any billing item County shall withhold the disputed amount until the dispute is finally resolved. The monthly billing shall follow the format determined by the County and shall include documentation specific to Contractor's Scope of Services.

Contractor shall not bill any person or entity other than the County for any professional services performed pursuant to this Contract. All billings and collections for such services will be the sole responsibility of the County. All funds collected with respect to services provided within the purview of the Contract shall be exclusive property of County and sole compensation to Contractor shall be as hereinabove provided.

3. Use of Funds.

Contractor shall not claim reimbursement from the County or apply sums received from County to any portion of Contractor's obligations that have been paid or funded from another source.

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EXHIBIT C – INDEPENDENT CONTRACTOR
TERM OF CONTRACT

1. Effective Date.

The effective date of this contract is July 1, 2013. The County of San Luis Obispo shall be the last to sign this contract and any amendments thereto. All obligations imposed on both parties shall be binding on both parties commencing on the effective date and shall remain in effect until satisfied by performance.

2. Term.

Unless terminated earlier, pursuant to the provisions of this Contract, the term of this Contract shall be from its effective date until June 30, 2015.

3. Renewal.

Except as otherwise provided below, this contract may be renewed for three successive one year terms immediately following the initial term, subject to the same contract provisions.

4. Delegation of Authority to Renew.

The Board of Supervisors expressly delegates to the Health Agency Director the authority to renew this contract on the same terms and conditions stated herein, contingent on prior funding approval. In no event shall this contract be extended beyond June 30, 2018.

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EXHIBIT D – INDEPENDENT CONTRACTOR
GENERAL CONDITIONS

1. Independent Contractor.

Contractor shall be deemed to be an independent contractor of County. Nothing in this contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this contract authorizes or permits the County to exercise direction or control over the professional manner in which Contractor provides services. Contractor's services shall be provided in a manner consistent with all applicable standards and regulations governing such services.

2. No Eligibility for Fringe Benefits.

Contractor understands and agrees that Contractor and its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

3. Warranty of Contractor for Provision of Services.

The Contractor warrants that Contractor has obtained and shall keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in the Contract. Contractor warrants that it, and each of the personnel employed or otherwise retained by Contractor, will at all times, to the extent required by law, be properly certified and licensed under the local, Federal, State, and Local laws and regulations applicable to the provision of services herein.

4. Warranty of Contractor – Compliance with all Laws.

The Contractor warrants that Contractor shall keep informed of, observe, and comply with, and cause all of its agents and personnel to observe and comply with all Federal, State, and local laws and rules and regulations made pursuant to such laws, which in any way affect the conduct of work under this contract. If any conflict arises between provisions of the scope of work or specifications in this contract and any law, then the Contractor shall immediately notify the County in writing.

5. Power and Authority of Contractor.

If the Contractor is a corporation, contractor represents and warrants that it is and will remain, throughout the term of this contract, either a duly organized, validly existing California corporation in good standing under the laws of the State of California or a duly organized, validly existing foreign corporation in good standing in the state of incorporation and authorized to transact business in the State of California.

6. Non-Assignment of Contract.

Inasmuch as this contract is intended to secure the specialized services of the Contractor, Contractor shall not delegate, assign, or otherwise transfer in whole or in part its rights or

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obligations under this contract without the prior written consent of County. Any such assignment, transfer, or delegation without the County's prior written consent shall be null and void.

7. Entire Agreement and Modifications.

This contract supersedes all previous contracts between the parties hereto on the same subject matter and constitutes the entire understanding of the parties hereto on the subject matter of this contract. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this contract, Contractor relies solely upon the provisions contained in this contract and no others.

8. Governing Law and Venue.

This contract shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of laws provisions. All parties' rights and obligations created hereunder shall be performed in the County of San Luis Obispo, State of California and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

9. Waiver.

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this contract shall impair any such right power or privilege, or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right power or privilege or the exercise of any other right, power or privilege. No waiver shall be valid unless made in writing and signed by the party against whom enforcement of such waiver is sought, and then, only to the extent expressly specified therein.

10. Severability.

The Contractor agrees that if any provision of this contract is found to be invalid, illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the contract shall remain in full force and effect. Upon determination that any term or provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this contract so as to effectuate the original intent of the parties as closely as possible.

11. Nondiscrimination.

Contractor agrees that it will abide by all federal and state labor and employment laws and regulations pertaining to unlawful discrimination prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sexual orientation, disability or national origin, and those conditions contained in Presidential Executive Order number 11246.

12. Notices.

All notices given or made pursuant hereto shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by registered or certified mail (postage paid, return receipt requested) or sent by a nationally recognized overnight courier (providing proof of delivery)

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to the parties at the following addresses, or sent by electronic transmission to the following facsimile numbers (or at such other address or facsimile number for a party as shall be specified by like notice):

Jeff Hamm, Health Agency Director
Health Agency
County of San Luis Obispo
2180 Johnson Avenue
Health Campus, 2nd Floor
San Luis Obispo, CA 93401
Fax: (805) 781-1273

And to Contractor at:

Thomas G. Ronay, M.D., FACEP
MedDimensions, Inc.
3940 Broad St. #7130
San Luis Obispo, CA 93401

Any such notice shall be deemed to have been received if: (a) in the case of personal delivery or facsimile transmission with confirmation retained, on the date of such delivery; (b) in the case of nationally recognized overnight courier, on the next business day after the date sent; (3) in the case of mailing, on the third business day following posting.

13. Inspection Rights.

The Contractor shall allow the County to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract and to inspect, evaluate and audit any and all books, records and facilities maintained by Contractor and subcontractors, pertaining to such service at any time during normal business hours. Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this Contract including work papers, reports, financial records and books of account. Upon request, at any time during the period of this Contract, and for a period of five years, thereafter, the Contractor shall furnish any such record, or copy thereof, to County.

14. Headings.

The headings contained in this contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this contract.

15. Signatory Authority.

Contractor warrants that it has full power and authority to enter into and perform this contract, and the person signing this contract warrants that he or she has been properly authorized and empowered to enter into this contract.

16. Indemnification.

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Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

17. Insurance.

Contractor shall be covered under the County's professional and commercial general liability insurance policies for those services performed pursuant to this Contract, subject to any exceptions listed in said policies. Said insurance shall not apply, however, to services performed by Contractor outside the scope of this Contract. County will carry Contractor on professional liability policy for tail coverage upon termination of service for County for a period of up to 3 years.

Contractor warrants that he/she maintains their own worker's compensation insurance with statutory limits as required by the State of California and that as an independent contractor and/or professional corporation, are not covered under the County policy. Failure of contractor to maintain this required policy shall be considered a material breach of this contract and grounds for termination of the contract for cause.

18. Non-appropriation of Funds.

In the event that the term of this contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is contingent on the appropriation of funds by the San Luis Obispo County Board of Supervisors or, if applicable, the provision of State or Federal funding source. If County notifies Contractor in writing that the funds for this contract have not been appropriated or provided, this contract will terminate. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this contract, and the Contractor shall not be obligated to perform any provision of this contract or to provide services intended to be funded pursuant to this contract. If partial funds are appropriated or provided, the County shall have the option to either cancel this contract with no liability to the County or offer a contract amendment to the Contractor to reflect the reduced amount.

19. Force Majeure.

Neither the County nor the Contractor shall be deemed in default in the performance of the terms of this contract if either party is prevented from performing the terms of this contract by causes beyond its control, including without limitation: acts of God; rulings or decisions by municipal, federal, state or other governmental bodies; any laws or regulations of such municipal, federal, state or other governmental bodies; or any catastrophe resulting from flood fire, explosion, or other causes beyond the control of the defaulting party. Any party delayed by force majeure shall, as soon as reasonably possible, give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other

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parties written notice thereof and shall resume performance under this contract.

20. Fiscal Records.

Contractor shall maintain accurate fiscal records pertaining to services performed under this Contract. Such fiscal records shall be open for inspection to County Auditors at any reasonable time and will reflect cost accounting that conforms to generally accepted accounting procedures. Contractor shall maintain such records and accounts for a minimum of five years, or in the case of an audit, until audit findings are resolved, whichever is later.

21. Fiscal Controls.

Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. The Handbook may be modified from time to time and Contractor shall comply with modifications from and after the date modified. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County.

- i. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408,
- ii. The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

22. County Audit.

County may audit Contractor's fiscal records under this Contract at any time with fourteen (14) days advance written notice. County audits shall be conducted in accordance with generally accepted audit standards, which includes without limitation, verification that services billed by the Contractor were actually provided to County. Contractor shall provide County with on-site access to all reasonable documents, records and other supporting information for billing and services under this Contract.

23. State Audit.

Pursuant to California Government Code section 8546.7, every County contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000) is subject to examination and audit of the State auditor for a period of three years after final payment under the contract. Contractor shall permit the State Auditor to have access to any pertinent books, documents, papers and records for the purpose of said audit.

24. Nondisclosure.

All reports, information, documents, or any other materials prepared by Contractor under this contract are the property of the County unless otherwise provided herein. Contractor shall not disclose such reports, information, documents and other materials without County's prior written consent. Any requests for information shall be forwarded to County along with all copies of the

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information requested. County shall make the sole decision about whether and how to release information according to law.

25. Conflict of Interest.

Contractor acknowledges that Contractor is aware of and understands the provisions of sections 1090, et.seq., and 87100, et. seq., of the Government Code, which relate to conflicts of interest of public officers and employees. Contractor certifies that Contractor is unaware of any financial or economic interest of any public officer or employee of the County relating to this contract. Contractor agrees to comply with applicable requirements of Government Code section 87100, et. seq., during the term of this contract.

26. Immigration Reform and Control Act.

Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this contract are aware of and understand the Immigration Reform and Control Act ("IRCA") of 1986, Public Law 99-603. Contractor certifies that Contractor is and shall remain in compliance with ICRA and shall ensure that any subcontractors hired by Contractor to perform services under this contract are in compliance with IRCA.

27. Third Party Beneficiaries.

It is expressly understood that the enforcement of the terms and conditions and all rights of action related to enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person.

28. Tax Information Reporting.

Upon request, Contractor shall submit its tax identification number or social security number, whichever is applicable, in the form of a signed W-9 form, to facilitate appropriate fiscal management and reporting.

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EXHIBIT E – INDEPENDENT CONTRACTOR
SPECIAL CONDITIONS

1. Termination for Convenience.

Either party may terminate this Contract at any time by giving the other party at least thirty (30) calendar day's written notice of termination for convenience ("Notice of Termination for Convenience"). Termination for convenience shall be effective at 11:59 p.m., Pacific Standard Time, on the intended date for termination (the "Termination Date"). The terminating party shall deliver to the other party a notice specifying the date upon which such termination will become effective, which shall be at least thirty (30) days calendar days after the date of the notice.

Termination for convenience shall have no effect upon the rights and obligations of the parties arising out of any services that were provided prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of termination. After receiving a Notice of Termination for Convenience, Contractor shall, unless directed by County, place no further subcontracts for services or materials, terminate all subcontracts to the extent they relate to the work terminated, and settle all outstanding liabilities arising from the termination of subcontracts.

2. Termination for Cause.

- a. If the County determines that there has been a material breach of this contract by Contractor that poses a threat to health and safety, the County may immediately terminate the contract. In addition, if any of the following occur, County shall have the right to terminate this contract effective immediately upon giving written notice to the Contractor:
 - (1) Contractor fails to perform his duties to the satisfaction of the County; or
 - (2) Contractor fails to fulfill in a timely and professional manner his obligations under this contract; or
 - (3) Contractor fails to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; or
 - (4) Any requisite licenses or certifications held by Contractor are terminated, suspended, reduced, or restricted; or
 - (5) Contractor has not, to the satisfaction of the County, documented or has not sufficiently documented services provided by Contractor, which includes without limitation, failure to meet industry standards or failure to satisfy any special requirements needed by third party payors or federal or state funding agencies; or
 - (6) Contractor has failed or refused to furnish information or cooperate with any inspection, review or audit of Contractor's program or County's use of Contractor's program. This includes interviews or reviews of records in any form of information storage; or
 - (7) Contractor fails to comply with any provision of the Health Agency Compliance Plan and Code of Ethics.
- b. Contractor's obligations to provide services shall automatically terminate on the effective date of termination.
- c. For all other material breaches of this contract, County must give Contractor written notice setting forth the nature of the breach. If Contractor fails to remedy said breach within ten (10) days from the date of the written notice, County may terminate the contract. Contractor shall

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thereafter have no further rights, powers, or privileges against County under or arising out of this contract.

- d. In the event a breach does not result in termination, but does result in costs being incurred by County, said costs shall be charged to and paid by Contractor. Such costs may include, but are not limited to, costs incurred by County in investigating and communicating with Contractor regarding said breach, including staff time.

3. Accounting for Travel and Lodging.

In the event that the scope of services expressly contemplates payment for travel and lodging, these costs must be reasonable and in no event shall exceed levels allowed for County employees on official business.

4. Compliance with Health Care Laws.

Contractor agrees to abide by all applicable local, State and Federal laws, rules, regulations, guidelines, and directives for the provision of services hereunder, including without limitation, the applicable provisions of the Civil Code, Welfare and Institutions Code, the Health and Safety Code, the Family Code, the California Code of Regulations, the Code of Federal Regulations, and the Health Insurance Portability and Accountability Act. This obligation includes, without limitation, meeting delivery of service requirements, guaranteeing all client's rights provisions are satisfied, and maintaining the confidentiality of patient records.

5. Consistency in Level of Services.

As a condition for reimbursement, Contractor shall provide to, and ensure that clients served under this contract, receive the same level of services as provided to all other clients served regardless of status or source of funding.

6. Nondiscrimination.

- a. Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human services, effective June 2, 1977, and found in the Federal Register, Volume 42, No.86 dated May 4, 1977.
- b. Contractor shall comply with the provisions of the Americans with disabilities Act of 1990, the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulation promulgated thereunder (Title 2 Section 7285 et seq.) The Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Contractor shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical handicap.

7. Quality Assurance.

Contractor agrees to conduct a program of quality assurance and program review that meets

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all requirements of the State Department of Health Services. Contractor agrees to cooperate fully with program monitoring or other programs that may be established by County to promote high standards of health care to clients at economical costs.

8. Confidentiality.

Contractor shall abide by all applicable local, state and federal laws, rules, regulations, guidelines, and directives regarding the confidentiality and security of patient information, including without limitation, Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42 of the Code of Federal Regulations, the Health Insurance Portability and Accountability Act (HIPAA) and its implementing regulations, including but not limited to Title 45 CFR Parts 142, 160, 162 and 164, and the provisions of Exhibit F.

9. Screening for Inspector Generals' Excluded Provider List and Medi-Cal List of Excluded Providers.

At the time of securing a new employee or service provider, Contractor shall conduct or cause to be conducted a screening and provide documentation to County certifying that its new employee or service provider is not listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. On an annual basis, Contractor shall conduct or cause to be conducted a screening of all employees, contractors or agents and shall sign a certification documenting that neither Contractor nor any of its employees, contractors or agents are listed on the Excluded Provider List of the Office of the Inspector General or the Medi-Cal List of Excluded Providers. Documentation shall be forwarded to the Contracts Coordinator for inclusion in the contract file.

10. License Information.

Contractor shall provide County a list of all licensed persons who may be providing services under this contract. The list shall include the name, title, professional degree, license number, and National Provider Identification Number.

11. Training Program.

Contractor will maintain active in-service and other training programs as provided in Title 22 of the California Code of Regulations, Health Information Portability and Accountability Act, and other appropriate regulations, and as required. Contractor shall maintain a record of all training provided to each staff member and present it to County upon request.

12. Record Keeping and Reporting of Services.

Contractor shall:

- a. Keep complete and accurate records for each client treated pursuant to this contract, which shall include, but not be limited to, diagnostic and evaluation studies, treatment plans, progress notes, program compliance, outcome measurement and records of services provided in sufficient detail to permit an evaluation of services without prior notice. Such records shall comply with all applicable Federal, State, and County record maintenance requirements.

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- b. Submit informational reports as required by County on forms provided by or acceptable to County with respect to Contractor's program, major incidents, and fiscal activities of the program.
- c. Collect and provide County with all data and information that County deems necessary for County to satisfy state reporting requirements, which shall include, without limitation, Medi-Cal cost reports.

13. Equipment.

Contractor shall furnish all personnel and equipment for the performance of services pursuant to this contract, including supplies, equipment, telephone, furniture, utilities, and quarters necessary for the performance of services.

14. Other Employment.

Contractor shall retain the right to provide services at another facility or to operate a separate private practice; subject, however, to the conditions that:

- a. No such private practice shall be conducted or solicited on County premises.
- b. Such other employment shall not conflict with the duties, nor the time periods within which to perform those duties, described in this contract.
- c. The insurance coverage provided by the County or by the Contractor for the benefit of the County herein is in no way applicable to or diminished by any other employment or services not expressly set forth in this contract.

15. Gifts.

Gifts may not be charged to this Contract, whether to Contractor staff or anyone else.

16. Power to Terminate.

The Health Agency Director may effectuate termination of this contract without the need for action, approval, or ratification by the Board of Supervisors.

17. Amendments without Board Action.

The Board of Supervisors delegates to the Health Agency Director the authority to amend the contract to provide for additional services and increase compensation to Contractor in an amount not to exceed the lesser of the following amounts: ten percent (10%) of the contract total or twenty-five thousand dollars (\$25,000.00).

The Board of Supervisors delegates the authority to the Health Agency Director to amend this contract to exchange types of services at the rates listed for each respective service.

Any amendment made pursuant to a delegation of authority will only be effective if, prior to the commencement of services, the amendment is memorialized in writing, is approved by County Counsel, and is signed by the Health Agency Director. Except as expressly provided herein, no contractual provision may be modified under this delegation of authority.

18. Confidentiality of Substance Abuse Treatment.

Substance abuse treatment information, including without limitation, the identity of program

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MedDimensions, Inc.

participants or the fact that services are being provided is confidential and may not be disclosed except as authorized by law. Contractor and its officers, agents and employees agree to obey all applicable laws and regulations, including without limitation the provisions of the Health Information Portability and Accountability Act, The Public Health Service Act (42 U.S.C. 290ee-3), Title 42 of the Code of Federal Regulations, Exhibit F, and any other applicable Federal, State or local laws, regulations, directives, or guidelines.

19. Inspection of Records by Local, State or Federal Agency.

The Contractor shall allow the County, the State Department of Health Services, United States Department of Health and Human Services (HHS), the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this contract and to inspect, evaluate and audit any and all books, records, and facilities maintained by Contractor, pertaining to such service at any time during normal business hours.

Books and records include, without limitation, all physical records originated or prepared pursuant to the performance under this contract including work papers, reports, financial records, books of account, beneficiary records, prescription files, and any other documentation pertaining to covered services and other related services for beneficiaries. Upon request, at any time during the period of this contract, and for a period of five years thereafter, the Contractor shall furnish any such record, or copy thereof, to the County Health Agency, DHS, HHS.

20. Disentanglement.

Contractor warrants that in the event of any expiration or termination of this contract, Contractor will take all actions necessary to accomplish a complete and timely transition to the County, or to any replacement provider, of the Services being terminated (a "Disentanglement") without any material impact on the Services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide County with all information regarding the Services or is otherwise needed for Disentanglement.